our discussion, he stated he had no alternative but to proceed in obedience to the directions of the official referees, and consequently proceeded alone in his survey.

I then took the liberty of addressing the referees, assuming they were an appellant court for the public as for the district surveyors. Setting out the particulars of the case, and the points of objection, I thus reasoned—"If the public are entitled to hope for a declaration of your opininn upon such points as controlling future practice, this point, it appears to me, is one of considerable importance. My reading of the intention of the legislature would be, that in all cases of intermixed property, questions relating to taking down and rebuilding party-walls, or any matter where two adjoining owners were mutually interested, that it is competent to them to assent to the principle involved as applicable to their case; and that it would then become the duty of the district surveyor, in respect of the fee prescribed to be paid for his superintending the work, to advise the parties (if doubt arose) as to what was required, in conformity with the provisions of the Act, and not to drive parties to an expensive mode of proceeding, frequently to result in irritation. The portion of sect. 34 to which I refer is, "That if a party-wall or party-arch cannot be built without pulling down such buildings, and so laying parts thereof to each other; and if in *default* of the *consent* of all proper parties, the official referees, &c."

After having made this communication without having sufficiently looked into the matter, and finding that I had confined my objections to their authority more exclusively as to intermixed property, I took occasion on the following day again to address them, extracts from which, and copies of the letters to the "building owner" and district surveyor, will perhaps best tend to explain my views. I would here remark that the wall is a sufficient and sound one. Even in such cases the "building owner" may take down such a wall, under form of notice, No. 14, which is headed "Notice to be given (three months before commencing operations) by an owner to an adjoining owner, where no survey is required," which survey is dispensed with in consequence of the liability of the "building owner" by sec. 26 "to reinstate and make good all the internal finishings and decorations of the adjoining premises;" my ground of complaint, therefore, is that in each case the proceedings are *ab initio* wrong, as a costly mode of proceeding.:—

(Extracts from Second Letter to Official Referees.)

"Since taking the liberty of addressing you yesterday, I have met Mr. ——, who proceeded with his survey, the surveyors on either side taking no part. My grounds of objection have been further strengthened by closer attention to the subject; and as I am satisfied it is not your desire to overstep the powers intrusted to you, I would draw attention to my further reasons for the opinion yesterday expressed, that parties might assent by private arrangement. I now hold that any proceedings taken in moving your office or calling in the district surveyors is, as a primary step, illegal (I use nbt the term offensively, but merely as being repugnant to the express provisions of the Act).

"My ground of complaint, as expressed in a letter to Mr. ——, is, that as in the case of party-walls, each section is read as complete and conferring authority *per se*, whereas I read them as contexts to sec. 20, which first declares the various points treated of in the subsequent sections, and after setting them all out, and describing the characters or denominations of the respective parties, says, 'that if the adjoining owner shall have consented thereto, or if without such consent,' which is a looser term, fully, however, strengthened a few lines further by these words—'and subject to the provision for supplying the want of consent of the owners.' It is perfectly unnecessary to repeat these words in the subsequent sections, as such sections can only come into operation in default of such consent; and sec. 24 provides for 'supplying' want of consent of adjoining owners,' necessarily implying the necessity of first seeking this consent.

"I am aware that you may in rejoinder say, every person is bound to know an Act of Parliament, and to read for himself; but I feel equally satisfied that you would desire to render a complicated Act as intelligible as possible, through the medium of the large and novel powers intrusted to you."

(Copy of Letter to District Surveyor.)

"Dear Sir,—Since meeting you this morning, I have given the subject somewhat more consideration, and understanding that you have paid much attention to the subject, I can only express my surprise how plain language can possibly be so misinterpreted. I have again written to the official referees, stating, in my opinion, that they, or the district surveyor moving in the matter, is thoroughly illegal with respect to any matter until difference shall have arisen.

"The mistake you have all fallen into, is reading a section *per se*, and imagining what was there directed primarily clothed you with authority. In the case of party-walls, all the sections subsequent are merely contexts of the declaratory section 20, and it would be a monstrous proposition that every party should be called upon to move the office of the referees, and through them the district surveyors. I hold that neither the one nor the other have any jurisdiction until differences arise, and further that it is the duty of the 'building owner' to endeavour to obtain the 'consent' of the 'adjoining owner,' and this obtained, it is the duty of the district surveyor in respect of his prescribed fee, to direct the operation in accordance with the Act.

"I trust I shall, as has always been my habit, treat my professional brethren with courtesy, and pay obedience to a recognized law; but I shall oppose every attempt at undue coercion under this obnoxious Act; and you must perceive that in any, the most trifling matter, the course prescribed would imply large costs."

(Copy of Letter to the Building Owner.)

"Sir,—A notice from you, accompanied by one from Mr. ——, the district surveyor, having been put into my hands, respecting property of yours intermixed with that belonging to the trustees of —— Chapel, I have sent a statement of the facts to the official referees, as it appears to me the notices have been served prematurely; inasmuch as sec. 34 states that such proceedings are to be taken only 'in default of the content of all proper parties.' We have received no communication upon the subject; had we so received it, we should have been, and are prepared to consent to carry out the operation in conformity with the Act.

"Understanding you are about to erect some houses on the ground, it appears to me desirable for both parties to come to some arrangement that would obviate the present inconvenience of the admixture of property; and I am prepared to make a proposition that appears to me to be mutually beneficial, if you will favour me by making an appointment, or refer me to your surveyor."

I afterwards received a communication from the registrar, appointing a day for hearing the matter.

This conference I shall, of course, decline. It would be but an appeal from Cæsar to Cæsar, having yet to learn that the referees are clothed with powers that will close a court of law against an appeal, that the proceedings are *ab initio* repugnant to the express provisions of the Act. Were such a principle admitted, the triumvirate of Somerset-house or that of the official referees and registrar of Trafalgar-square, would hold a power beyond the jurisdiction of our judges in equity; no party being entitled to issue process from their courts, unless he has conformed to principles prescribed by enactment or precedent.

I am quite aware that it may be said the "building owner" moves the office of the referees at his own peril; but it would appear the more convenient course, that he should be required in his application to state what steps he had taken, and that in addition to the questions already put by the official referees, the one I have suggested to them should be added viz.: if the consent of the adjoining owner had been sought? and that in default of that, no such proceedings should be taken.

I regret to say there are many other points of difficulty, some of which the district surveyors declare themselves unable to solve. I would suggest the importance of the subject appears to demand, that a public meeting be held, to address the House by petition at this early period of its sitting.

GREENWAY ROBINS.

New Books.

Lectures on Natural Philosophy and the Mechanical Arts. By THOMAS YOUNG, M.D. *A new Edition with references*, by the REV. P. KELLAND, M.A. Taylor and Walton. London. 1845. Parts I. and II.

DR. YOUNG'S lectures, delivered in the theatre of the Royal Institution, are too well known to need commendation. The edition, of which part is now before us, will be published in eight or nine monthly parts; all the plates belonging to the original work will be given, and the text reprinted entire, with copious references to recent treatises on the subjects, and notes on such discoveries as may have been made since the lectures were first published. We shall regur to the work when further advanced.

Correspondence.

MISTAKES IN ESTIMATES—HERNE-HILL CHURCH.

SIR,—In your publication for January 25th, you did me the favour to insert a letter of mine relating to the contract I entered into for the mason's works of the new church at Herne-hill. In that letter I complained that the quantities I had to work by were considerably more than those which were supplied for the purpose of enabling me to make my calculations by, so much so indeed, that the difference in one item amounted to upwards of 1,000 feet of stone, to which may be added the labour bestowed upon it. In a note which you appended to my letter, you state that my remedy is against the party who took out the quantities; and in your number, February 1st, page 59, is a letter from Mr. Bloomfield, who states that Mr. Alexander, the architect himself, took out the quantities, and that he, Mr. B., only made copies of them for the several parties desirous of sending in tenders. Since the appearance of this letter, I have been weekly expecting to see in your pages some explanation from Mr. Alexander, but in this expectation I and many others, who feel deeply interested in the question on public grounds, have been disappointed. The omission cannot have arisen from his ignorance of the correspondence, for I by chance know that his attention was lately at Herne-hill specially directed to it; nor can I suppose that you would refuse insertion to any explanation he might send you. The points I am anxious to elicit are these: whether there were two sets of plans and specifications, namely, one to work by, the other to contract by, or whether alterations were subsequently introduced into the plans, from which the quantities which governed my estimates were taken. The difference I complain of, and which has created so much interest among the great body of master masons in the metropolis, must have resulted either from design or from accident. If from the latter, you will be conferring a boon upon a large class of your readers by assisting to unravel the mystery, for in so doing you will draw attention to the rock on which I split, and thereby warn others; but, should it be found to result from design, I trust that you will not be wanting in that bold and unflinching spirit which has hitherto characterized your journal, to expose and denounce such disreputable practices.

I am, Sir, &c.,

Gravel-lane, Southwark, March 3rd, 1845. W. SUDDEN.

NEW CORN MARKET, ROMFORD.

SIR,—In your last week's publication, there was a notice to a correspondent respecting the new corn market at Romford. I beg to forward you the particulars of my visit to the spot, presuming that you will favour the members of the profession by the insertion, leaving it to their option to avail themselves or not of the advantages presented by the advertisement.

The advertiser is Mr. Harvey George, who